

# EXHIBIT 3

Patrick Murray

July 17, 2007

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

American Pan Company, :  
Plaintiff, :  
vs. :  
Case No. 3:06 CV 0197  
Lockwood : Judge Thomas M. Rose  
Manufacturing, Inc., :  
Defendant. :

VIDEOTAPED DEPOSITION OF PATRICK MURRAY

Taken at Bricker & Eckler LLP  
100 South Third Street  
Columbus, OH 43215  
July 17, 2007, 10:05 a.m.

Spectrum Reporting LLC  
333 Stewart Avenue, Columbus, Ohio 43206  
614-444-1000 or 800-635-9071  
www.spectrumreporting.com

Tuesday Morning Session  
July 17, 2007, 10:05 a.m.

S T I P U L A T I O N S

It is stipulated by counsel in attendance that the deposition of Patrick Murray, a witness herein, called by the Plaintiff for cross-examination, may be taken at this time by the notary pursuant to notice and subsequent agreement of counsel that said deposition may be reduced to writing in stenotypy by the notary, whose notes may thereafter be transcribed out of the presence of the witness; that proof of the official character and qualification of the notary is waived.

A P P E A R A N C E S

ON BEHALF OF PLAINTIFF:

Bailey Cavalieri  
10 West Broad Street, 21st Floor  
Columbus, OH 43215  
By W. Evan Price, II, Esq.  
Robert R. Dunn, Esq.  
R. Clifton Gibbs, Esq.

ON BEHALF OF DEFENDANT:

Mueller, Smith & Matto  
7700 Rivers Edge Drive  
Columbus, OH 43235-1355  
By Edward A. Matto, Esq.  
and  
Bricker & Eckler LLP  
100 South Third Street  
Columbus, OH 43215  
By James P. Schuck, Esq.

ALSO PRESENT:

Videographer - Jeremy Dineen  
Gilbert Bundy

I N D E X

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Plaintiff's Exhibits	Page
1 - ABC Restaurant	7
2 - Agreement, 8-6-93	45
3 - Sales Agency Agreement	45
4 - Lockwood website	36
5 - Lockwood invoices	107
6 - Invoices	131

(Exhibits attached to original transcript.)

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1 on Ms. Bryan's computer? Is that one of them?  
 2 A. Three.  
 3 Q. Okay. Presumably there may be copies  
 4 related to the e-mails you received on your  
 5 computer?  
 6 A. Yes.  
 7 Q. Okay. Apart from those, you also have  
 8 two sets that have been printed out?  
 9 A. I'm referring to electronic copies.  
 10 Q. Okay. So you have two electronic  
 11 copies on your computer, Ms. Bryan's computer.  
 12 Where is the third copy?  
 13 A. Janice Cassidy.  
 14 Q. Okay. Are there any hard copies?  
 15 A. Not to my knowledge.  
 16 Q. Okay. Since she was hired by Lockwood,  
 17 has Ms. Bryan used the Chicago Metallic documents  
 18 as part of her work for Lockwood Manufacturing?  
 19 A. Yes.  
 20 Q. Okay. What do you understand that she  
 21 has used those documents for in the course and  
 22 scope of her employment at Lockwood?  
 23 A. She gave us a rough idea of what the  
 24 prices are being used in the U.S.

22

1 Q. Okay. And at that point, were you  
 2 seeking to expand your market into the United  
 3 States?  
 4 A. We were interested in expanding our  
 5 market in the U.S. prior to hiring Jenny Bryan.  
 6 Q. Okay. But as -- prior to hiring her,  
 7 but it was after she was hired you were still  
 8 interested in doing so, correct?  
 9 A. Correct.  
 10 Q. And so she shared with you pricing  
 11 information using the Chicago Metallic documents,  
 12 correct?  
 13 A. Correct.  
 14 Q. Did she also use them to generate  
 15 potential customer leads?  
 16 A. No.  
 17 Q. Do you know what else she has used them  
 18 for in the course and scope of her employment at  
 19 Lockwood?  
 20 A. No.  
 21 Q. Have you discussed with her what she  
 22 has used them for?  
 23 A. No.  
 24 Q. Okay. Apart from yourself and

23

1 Ms. Bryan and Ms. Cassidy, has anyone else at  
 2 Lockwood Manufacturing used or reviewed the  
 3 Chicago Metallic documents?  
 4 A. No.  
 5 Q. Okay. Is it your position that  
 6 Lockwood Manufacturing is entitled to retain the  
 7 Chicago Metallic documents it received from  
 8 Ms. Bryan?  
 9 MR. MATTO: Objection to the extent  
 10 you're asking for a legal conclusion.  
 11 MR. PRICE: Yeah. I'm not asking for a  
 12 legal conclusion. I'm just asking what his --  
 13 A. Yes.  
 14 Q. Okay. Can you explain to me why you  
 15 believe Lockwood Manufacturing is entitled to  
 16 retain those records?  
 17 A. I didn't pay for them. I didn't  
 18 request them. They were offered to me.  
 19 Q. Okay.  
 20 A. I'm not using them for any illegal  
 21 purpose. So there's no reason -- and the laptop  
 22 was given to Jenny Bryan by the owner of Chicago  
 23 Metallic prior to the sale completing.  
 24 Q. Okay. And that was Mr. Barton?

24

1 A. Correct.  
 2 Q. And to your knowledge, or based on what  
 3 Ms. Bryan has told you, was Mr. Barton aware that  
 4 all of this information was on the laptop when he  
 5 gave it to her?  
 6 A. I don't know what Mr. Barton was aware  
 7 of.  
 8 Q. Okay. Well, I'm asking what Ms. Bryan  
 9 told you.  
 10 A. She inferred that Mr. Barton was aware  
 11 of it.  
 12 Q. Okay. Mr. Murray, did you review any  
 13 documents in preparation for your deposition here  
 14 today?  
 15 A. Yes.  
 16 Q. What did you review?  
 17 MR. MATTO: I'm going to object to the  
 18 extent -- are you asking outside the scope of  
 19 meeting with us?  
 20 MR. PRICE: Yeah.  
 21 MR. MATTO: Okay.  
 22 MR. PRICE: If he reviewed any  
 23 documents.  
 24 MR. MATTO: Outside -- yeah. I'm going

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1 A. No.

2 Q. Now, you said Cainco was never your

3 primary supplier, correct?

4 A. We bought from both companies.

5 Q. From both Cainco and American Pan?

6 A. And Premier Pan.

7 Q. And Premier Pan. But once you

8 terminated the agreement with American Pan, did

9 Cainco then become your primary supplier?

10 A. Yes.

11 Q. Do you have any -- apart from issuing

12 purchase orders and everything else, do you have

13 any more extended relationship or contractual

14 relationship with Cainco?

15 A. Yes.

16 Q. Okay. What is that relationship?

17 A. Shareholder.

18 Q. You are a shareholder in Cainco

19 personally?

20 A. Lockwood.

21 Q. Or Lockwood is.

22 When did Lockwood become a shareholder

23 in Cainco?

24 A. May 2005.

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1 Q. How did that come about? How did that

2 wind up happening? What were the circumstances

3 that led to Lockwood deciding to purchase shares

4 in Cainco?

5 A. I don't understand the question. Was

6 it why did Lockwood do it?

7 Q. Yeah.

8 A. To have some control over our supply.

9 Q. Okay. Let me ask you this: Did

10 Lockwood just buy the shares on an exchange, on a

11 publically traded exchange, like call up a broker?

12 A. No.

13 Q. Did you purchase -- did Lockwood

14 purchase the shares directly from Cainco?

15 A. Yes.

16 Q. Okay. How did Lockwood learn that the

17 shares were available for purchase?

18 A. I spoke to him.

19 Q. Okay.

20 A. I spoke to Mario Casarin.

21 Q. Okay. Could you tell me how that

22 conversation went?

23 A. I don't really remember it

24 specifically. I've had a lot of conversations

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1 with Mario. Specifically, I don't remember it.

2 But probably I offered, "Would you be willing to

3 sell some shares in your company?"

4 Q. Or "I'd be interested in investing in

5 it"?

6 A. Something along those lines, I would

7 imagine.

8 Q. Okay. And when did -- when was that

9 subject first raised of the potential of Lockwood

10 investing in Cainco?

11 A. October of 2003.

12 Q. Of '03?

13 A. Correct.

14 Q. Okay. What percentage of Cainco did

15 Lockwood acquire in May of 2005?

16 A. 50 percent.

17 Q. 50 percent.

18 A. Excuse me.

19 Q. Is there a contractual relationship

20 between Cainco and Lockwood, sort of a rep

21 agreement or any kind of a master agreement that

22 governs the party's sale, or is it just purchase

23 order by purchase order?

24 A. I don't really remember.

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1 Q. You don't remember?

2 A. I'd have to review it.

3 Q. Do you know if there is any contract,

4 apart from purchase orders and individual

5 transactions, you're not sure whether there is any

6 kind of contract between Cainco and Lockwood?

7 A. I'm not sure of its contents. There's

8 a lot of paper.

9 Q. I didn't -- I didn't ask about

10 contents. I was just asking --

11 A. There would be some agreement.

12 Q. Agreement?

13 A. Of some form.

14 Q. Okay. Is it a rep agreement? I mean,

15 is -- is Lockwood the representative for Cainco?

16 A. No. I -- not that I remember, no.

17 Q. Is there any particular territory

18 within which you are allowed to sell Cainco

19 products?

20 A. Well, Canada.

21 Q. Okay.

22 A. Northeast and the northwest.

23 Q. Of the United States?

24 A. Correct.

1 State of Ohio : C E R T I F I C A T E

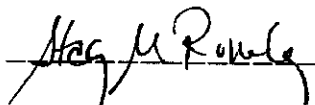
2 County of Franklin: SS

3 I, Stacy M. Rowley, a Notary Public in and for  
4 the State of Ohio, certify that Patrick Murray was  
5 by me duly sworn to testify to the whole truth in  
6 the cause aforesaid; testimony then given was  
7 reduced to stenotype in the presence of said  
8 witness, afterwards transcribed by me; the  
9 foregoing is a true record of the testimony so  
10 given; and this deposition was taken at the time  
11 and place specified on the title page.

12 Pursuant to Rule 30(e) of the Fed. R. Civ. P.,  
13 the witness and/or the parties have not waived  
14 review of the deposition transcript.

15 I certify I am not a relative, employee,  
16 attorney or counsel of any of the parties hereto,  
17 and further I am not a relative or employee of any  
18 attorney or counsel employed by the parties hereto,  
19 or financially interested in the action.

20 IN WITNESS WHEREOF, I have hereunto set my hand  
21 and affixed my seal of office at Columbus, Ohio, on  
22 July 20, 2007.

23 

24 Stacy M. Rowley, RPR, Notary Public - State of Ohio  
My commission expires August 6, 2011.